

## TERMS AND CONDITIONS OF PURCHASE OF GOODS

**Applicability.** Each purchase order (“**Purchase Order**”) issued by the entity identified on the Purchase Order and/or any of its affiliates (individually or collectively, as applicable, “**Buyer**”) to a seller (“**Seller**”) for goods (“**Goods**”) is subject to and governed by these terms and conditions of purchase (“**Terms and Conditions**”). Buyer hereby rejects any and all other terms (including Seller’s terms and conditions contained in any amendment, acknowledgement, invoice or other document delivered by Seller to Buyer before or after the date of the Purchase Order) offered by Seller or upon which Seller may condition any acceptance or confirmation of a Purchase Order. BUYER’S PURCHASE ORDERS ARE EXPRESSLY CONDITIONAL ON SELLER’S ASSENT TO THESE TERMS AND CONDITIONS. BUYER HEREBY REJECTS ANY AND ALL OTHER TERMS REGARDLESS OF WHETHER SUCH OTHER TERMS ARE CONSTRUED AS AN OFFER, COUNTER-OFFER OR OTHERWISE, OR WHETHER SUCH OTHER TERMS ARE CONSTRUED AS ADDITIONS TO OR DIFFER FROM THESE TERMS AND CONDITIONS. UNLESS SELLER NOTIFIES BUYER IN WRITING THAT SELLER DOES NOT ACCEPT THESE TERMS AND CONDITIONS AS SOON AS PRACTICABLE AFTER FIRST RECEIVING THEM, SELLER SHALL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND, NOTWITHSTANDING ANYTHING TO THE CONTRARY, SELLER’S ACCEPTANCE OR CONFIRMATION OF A PURCHASE ORDER OR THE COMMENCEMENT OF ITS PERFORMANCE THEREUNDER SHALL BE DEEMED SELLER’S ASSENT TO THESE TERMS AND CONDITIONS. These Terms and Conditions are deemed to be a part of, and incorporated into, every sales transaction for Goods between Buyer and Seller. Notwithstanding the foregoing, if Seller and Buyer have executed a written contract specifically governing the sale of the specific Goods, such contract’s terms and conditions, solely with respect to such specific Goods, shall apply to the extent that matters are covered by such written contract, and to the extent that any matters are not covered by such executed written contract but are covered by these Terms and Conditions, these Terms and Conditions shall apply and be additions to such written contract to such extent.

**Acceptance.** The Purchase Order becomes a contract upon (a) Buyer’s receipt of an acknowledgement or confirmation of the Purchase Order or (b) Seller’s commencement of work on, or the shipment of, the Goods.

**Delivery Terms.** All Goods shall be delivered on or before the delivery date(s) specified in the Purchase Order. Time is of the essence with respect to each and every provision of the Purchase Order in which time is a factor, and any delay in delivery by Seller shall constitute a breach hereunder. Without prejudice to Seller’s obligation to deliver the Goods on time, Seller shall give Buyer notice in writing immediately if any delay is foreseen. The risk of loss of the Goods and the responsibility for obtaining and maintaining insurance against transit damage shall be allocated between Seller and Buyer in accordance with the INCOTERMS set forth in the Purchase Order. All Goods shall be packed and shipped as specified in the Purchase Order. In the absence of any such specification, Seller shall comply with best commercial practices to ensure safe delivery at the lowest transportation cost on a timely basis. Each package of Goods must contain an itemized packing slip showing Seller’s name and the Purchase Order number and, in the case of any chemical, a Material Safety Data Sheet. Except as otherwise specified in the Purchase Order or prohibited by law, Seller shall pay any sales, use, excise or other tax which may be imposed upon any of the Goods or their sale or delivery. Any delay in delivery may be subject to the application of liquidated damages on Seller without any prior written notice or formalities, at a rate of 1% of the total value of the Purchase Order per calendar day for the duration of the delay. The Parties agree that quantifying losses arising from delay can be

inherently difficult. The liquidated damages for delay are not a penalty but considered reasonable, based on the Parties' experience in the industry and the nature of the losses and costs incurred by Seller's failure under this section. Buyer reserves the right to claim additional remedies and damages for the delay from Seller in the event its actual loss exceeds the amount of liquidated damages.

**Price.** Pricing is fixed and cannot be increased by Seller without the written consent of Buyer.

**Invoices and Payment.** The invoice must itemize transportation charges (if any) including foreign inland freight, insurance and taxes separately, if applicable. No charge will be allowed for packing, labeling, commissions, customs duties, storage, crating and handling unless specifically stated in the Purchase Order. Seller will invoice the amount owed for the Goods purchased by Buyer no earlier than the date of delivery of those Goods. Buyer shall pay the invoice in accordance with the payment terms specifically stated in the Purchase Order, unless otherwise agreed in writing and on condition that the Goods supplied have been approved by Buyer. Goods shall be deemed accepted only when they have actually been counted, inspected and tested by Buyer and found to be in conformance with the Purchase Order.

**Changes.** Buyer reserves the right at any time to make changes to the Purchase Order. If such changes cause an increase or decrease in Seller's costs or an alteration in the delivery time, an equitable adjustment shall be made. Any claims by Seller for adjustment must be asserted in writing within seven (7) calendar days from the date on which Seller was advised of such change, failing which it shall not be admissible.

**Inspection, Rejection and Remedies.** Notwithstanding Buyer's prior payment, Buyer shall have the right but not the obligation to inspect all shipments of Goods within a reasonable time after receipt. Buyer may reject, in whole or in part, Goods shipped or to be shipped, if Seller fails to comply with any provision of the Purchase Order. In the event of rejection, Buyer may either (a) return the rejected portion of Goods to Seller at Seller's expense or hold the same for such disposal as Seller shall indicate, without invalidating the remainder of the Purchase Order, or (b) reject the entire shipment of Goods and cancel the Purchase Order for any undelivered balances of Goods. Upon rejection, Buyer may demand replacement Goods, or it may purchase like goods elsewhere and Seller will be responsible for any loss or damage (either direct or indirect) sustained by Buyer plus all expenses of collecting its claims for money (including attorney's fees and costs). Buyer shall not be obligated to pay for any Goods shipped which are rejected by it. All claims for moneys due or to become due from Buyer shall be subject to deduction or set-off by Buyer by reason of any counterclaims arising out of the Purchase Order or any other transaction with Seller. The rights and remedies of Buyer set forth herein shall be cumulative and shall be in addition to all other rights and remedies Buyer may have in law or equity.

**Warranties.** Seller warrants that the Goods will: (a) be free and clear of any liens or encumbrances; (b) conform to Buyer's specifications, drawings, plans or samples; (c) be merchantable and fit for the intended use of Buyer, Buyer's customers, and any other intended uses of such goods; (d) be free from defects in material, design and workmanship; and (e) be free from infringements of property rights of third parties, including without limitation any patent, trademark, copyright, or other intellectual property right or interest. These warranties shall be in addition to any warranties of additional scope given to Buyer by Seller. In addition, Seller shall extend all warranties it receives from its vendors to Buyer, Buyer's customers and the ultimate end users of the Goods. Buyer shall be entitled to rely on any Certificate of Analysis provided by Seller for the Goods.

**Compliance with Laws, Regulations and Buyer's Vendor Code of Conduct.** Seller warrants and agrees that it shall (a) comply with the laws, codes and regulations that are applicable and the industry standards that are customary in performing its obligations under the Purchase Order including, without limitation, all applicable anti-bribery and anti-corruption laws and regulations and any foreign trade controls, (b) obtain and maintain any license or other permit, which is required in the country of shipment and/or of origin for its performance under the Purchase Order, (c) together with its employees, agents and sub-contractors (if any), comply with Buyer's [Vendor Code of Conduct](https://www.roquette.com/Supplier-center/ethics-and-compliance), available at: <https://www.roquette.com/Supplier-center/ethics-and-compliance>; and (d) cooperate with any reasonable investigation by Buyer or its agents into its compliance with the Purchase Order and promptly provide relevant documents and information to Buyer upon its reasonable request.

**Trade Control Laws.** Buyer, Seller and their respective affiliates, representatives, agents, vendors and customers are subject to Trade Control Laws in various countries in which they do business. Buyer is committed to fully complying with Trade Control Laws. Buyer and Seller shall at all times comply with Trade Control Laws applicable to it. For purposes of these Terms and Conditions, "**Trade Control Laws**" means all applicable laws and regulations relating to international trade control, including but not limited to those relating to import, transfer or export controls, trade restrictions, trade embargoes, economic sanctions, licenses/permits, the payment of duties, or anti-boycott that prohibit, limit, regulate or otherwise govern (i) business activities with certain countries, individuals or entities, (ii) the transfer of products, their end-use, technology or technical data across borders, or (iii) the participation in or cooperation with international boycott.

**Subcontractors.** Seller may, only with Buyer's prior written approval, assign or subcontract any of its obligations under the Purchase Order to a third party; provided that Seller shall impose the same obligations on the third party as are imposed by Buyer on Seller under the Purchase Order, and any act or omission of any such third party shall be deemed to be an act or omission of Seller.

**Indemnity.** Seller shall indemnify, defend, and hold harmless Buyer, its affiliates, employees, agents and customers from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorney's fees and costs)(each, a "Loss") arising out of or relating to the failure of the Goods to conform to any warranty, Seller's failure to comply with its obligations under the Purchase Order (including these Terms and Conditions), or any act or omission by Seller, its agents or employees, except when a Loss results from the sole negligence of Buyer.

**Termination/Damages.** Buyer reserves the right to terminate the Purchase Order or any part thereof without cause. In the event of such termination, Seller shall (i) immediately stop all work and take all steps to minimize the cost to Buyer, and (ii) be entitled to recover its uncompensated actual direct costs incurred prior to the date of termination plus those actual direct costs incurred as a result of Buyer's termination, but in no event shall the total of such costs exceed the price(s) specified in the Purchase Order. Upon termination, any Goods or inventory paid for by Buyer shall become the property of Buyer and shall be delivered without unreasonable delay to Buyer. IN NO EVENT, SHALL BUYER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY LOST PROFITS, LOST REVENUES, OR LOSS OF BUSINESS REPUTATION (IN EACH CASE REGARDLESS OF WHETHER CATEGORIZED AS DIRECT OR CONSEQUENTIAL DAMAGES) INCURRED BY SELLER OR ANY THIRD PARTY, REGARDLESS IF BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHER LEGAL THEORY.

**Confidentiality.** All information and materials (including the Goods thereof or the terms of any Order Acknowledgment or other arrangement relating to the Goods) provided by Buyer to Seller are confidential and may not be disclosed by Seller to any third parties (other than its affiliates), without Buyer's prior written consent.

**Insurance.** Seller shall maintain occurrence-based Commercial General Liability Insurance from an A.M. Best "A"-VII, or better, rated carrier, including, without limitation, products/completed operations, blanket contractual, and independent contractor coverages, with insurance coverage of not less than \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage per occurrence, unless otherwise agreed to by the parties in writing. Buyer shall be named as an additional insured on such insurance. Seller shall promptly, at the request of Buyer, provide Buyer with a certificate of insurance satisfactory to Buyer, evidencing the insurance coverages and endorsements set forth in this section and shall specify all self-insured retentions. Seller's insurance coverage will not be Buyer's exclusive remedy, and Buyer will be entitled to all remedies available to it under equity or the law.

**Intellectual Property.** Seller irrevocably assigns to Buyer all right, title and interest in and to any work product (e.g., drawings, designs, plans, reports, studies, other written material or software) developed for Buyer under the Purchase Order. This assignment excludes existing intellectual property of Seller (including any modifications or enhancements thereto) provided to Buyer under the Purchase Order. Seller grants Buyer a nonexclusive, royalty-free, worldwide, perpetual license for Buyer (and its affiliated entities and third-party providers) to use such existing intellectual property in connection with the Goods. Buyer retains all right, title and interest in and to, and Seller shall not use (except as necessary to perform the Purchase Order), its data and other intellectual property (and materials).

**Force Majeure.** No liability shall result from delay in performance or non-performance by either party caused by circumstances beyond its control, including, without limitation, acts of God, natural disasters, fire, flood, earthquakes, epidemics, explosions, riots, wars and/or terrorism. However, the party claiming force majeure shall make every reasonable effort to prevent, work around or compensate or otherwise minimize the effect of such delays or non-performance. The party asserting force majeure shall, in each instance, give the other party written notice, within a reasonable time after knowledge thereof. Such notice shall include a brief description of the events or circumstances of force majeure and an estimate of the anticipated delay. If the affected party is unable to perform its obligations under a Purchase Order within seven (7) days of its assertion of its right to claim force majeure, the other party shall have the right to terminate the Purchase Order without liability. Notwithstanding anything to the contrary, Seller agrees that if it is able to supply Goods to one or more customers despite the existence of a force majeure event or other supply disruption, Seller shall guarantee Buyer a pro rata share of the Goods sought to be purchased by Seller vis-à-vis its other customers.

**Miscellaneous.** Failure by Seller or Buyer to enforce any right which it may have in any instance shall not be deemed to be a waiver of any right it may have in any other instances. Buyer may amend or modify these Terms and Conditions at any time. Whenever possible, each provision of these Terms and Conditions shall be interpreted in such a manner as to be effective and valid under applicable law. The determination by any court of competent jurisdiction that one or more of the sections or provisions of these Terms and Conditions are unenforceable shall not invalidate the Terms and Conditions, and the decision of such court shall be given effect so as to limit to the extent possible the sections or provisions which are deemed unenforceable.

**Assignment.** Buyer shall be entitled to transfer its rights and obligations under a Purchase Order, or

any part thereof, to one or more of its affiliates.

**English Version.** The English version of these Terms and Conditions of Sale shall prevail over any translation.

**Applicable Law and Jurisdiction.** These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the jurisdiction of Buyer, without giving effect to the principles of conflicts of laws thereof, and subject to the limitations of liability set forth above.

Application of the United Nations Convention on Contracts for the International Sale of Goods, dated as of April 11, 1980, is expressly excluded. Any suits, actions or proceedings that may be instituted by any party shall be initiated exclusively before the courts having jurisdiction at the place of Buyer, without restricting any rights of appeal and without prejudice to Buyer's right to submit the matter to any other competent court.